| SOLICITATIO   | N, OFFER AND AWA  | A IDIA                           | HIS CONT<br>DER DPA                    |        | IS A RATED OR<br>FR 700) | DER                         | RATING  |                | ie Of<br>1         | PAGES<br>55                                  |
|---|---|----------------------------------|--|--------|--------------------------|-----------------------------|---|----------------|--------------------|--|
| 2. CONTRACT NO.   |   | 4. TYPE OF SOLIC                 |  | 5.1    | DATE ISSUED              | 6. REQUISITI                | ON/PURCHASE NO.                                     |                |                    |  |
|   | 11000040-00-13-0000   | [ ] SEALED BI<br>[X] NEGOTIATI   |  | 23     | 3 Aug 2006               |                             |   |                |                    |  |
| 7. ISSUED BY  |   | N65540                           |  |        | ESS OFFER TO             | (If other that              | n Item 7) CO  | DE             |                    |  |
| 7. ISSUED BY<br>NAVAL SURFACE WARFARE CEN<br>CODE 3352, KAREN L. CANE | TER, CARDEROCK  |                                  | 0.7                                    |        | 355 01121(10             | (II outer und               |   |                |                    |  |
| 5001 SOUTH BROAD ST.<br>PHILADELPHIA PA 19112-1403                    |   |                                  |  | Sec    | e Item 7                 |                             |   |                |                    |  |
| THEADELTHATA 19112-1400   | TEL: 215-89<br>FAX: 215-897   |                                  |  |        |                          |                             | TEL:<br>FAX:  |                |                    |  |
| NOTE: In sealed bid solicitations "offi                               | er" and "offeror" mean "bid" and "bidder".  | 17554                            |  |        |                          |                             | 1770  |                |                    |  |
| NOTE. If scaled bid solicitations of                                  | and official fical bid and bidder.  | SC                               | DLICITA                                | ATTO   | N                        |                             |   |                |                    |  |
| 9. Sealed offers in original a  | and 1 copies for furnishing   |                                  |  |        |                          | be received at              | the place specified in                              | Item 8         | or if              |  |
| handcarried, in the deposito  | ory located in  | В                                | uilding 4                              |        |                          | until                       | 04:00 PM local tim                                  |                |                    | 06_  |
| CAUTION - LATE Submis   | ssions, Modifications, and Withdas solicitation.  | lrawals: See Se                  | ction L, l                             | Provis | ion No. 52.214           | 1-7 or 52.215-1             | (Hour) . All offers are subject                     | ,              | Date)<br>I terms a | and  |
|   | 0. FOR INFORMATION A. NAME  B. TELEPHONE (Include area code) (NO COLLECT CALLS) C. E-MAIL ADDRESS |                                  |  |        |                          |                             |   |                |                    |  |
| CALL: KAR   | EN L. CANE  | 215-897                          | 7-1180                                 |        |                          |                             | karen.cane@navy.mil                                 |                |                    |  |
| 00 gra  | PEGGDIPHON  |                                  | ABLE O                                 |        | NTENTS                   | DEGG                        | DIPETON   |                |                    | D. CE(C)                                     |
| (X) SEC.  | DESCRIPTION  THE SCHEDULE   | PAGE(S)                          | (X) SE                                 | C.     | n                        |                             | RIPTION   |                |                    | PAGE(S)                                      |
|   | TI-THE SCHEDULE CONTRACT FORM   | 1                                | X                                      | I C    | ONTRACT CL               |                             | TRACT CLAUSES                                       |                |                    | 35 - 45                                      |
|   | RVICES AND PRICES/ COSTS  | 2 - 12                           |  |        |                          |                             | XHIBITS AND OTHE                                    | ER AT          | TACHN              |  |
| X C DESCRIPTION/S   | SPECS./ WORK STATEMENT  | 13 - 28                          | X J                                    | J LI   | ST OF ATTA               |                             |   |                |                    | 46   |
| X D PACKAGING AN  |   | 29                               |  | l      |                          |                             | TIONS AND INSTRU                                    | J <b>CTI</b> O | NS                 | I  |
| X E INSPECTION AN<br>X F DELIVERIES OR                                | D ACCEPTANCE PERFORMANCE  | 30<br>31                         | X                                      | K I    |                          | TONS, CERTII<br>MENTS OF OF | FICATIONS AND                                       |                |                    | 47 - 49                                      |
|   | MINISTRATION DATA   | 32                               | ХІ                                     |        |                          |                             | CES TO OFFERORS                                     |                |                    | 50 - 53                                      |
|   | RACT REQUIREMENTS   | 33 - 34                          | X                                      |        |                          | FACTORS FOR                 |   |                |                    | 54 - 55                                      |
|   |   | FER (Must b                      |  |        | •                        |                             |   |                |                    |  |
|   | pply if the solicitation includes t   |                                  |  |        |                          |                             |   |                |                    |  |
| is inserted by the offeror)   | above, the undersigned agrees, it<br>from the date for receipt of offe                            | rs specified abo                 | ove, to fu                             | ırnish |                          |                             | (60 calendar days unle<br>prices are offered at the |                |                    |  |
|   | designated point(s), within the   | time specified in                | n the sch                              | edule. |                          |                             |   |                |                    |  |
| <ol> <li>DISCOUNT FOR PROI<br/>(See Section I, Clause N</li> </ol>    |   |                                  |  |        |                          |                             |   |                |                    |  |
| 14. ACKNOWLEDGMEN   | · · · · · · · · · · · · · · · · · · ·   | AMEND                            | MENT N                                 | O      | DATE                     | AN                          | MENDMENT NO.  |                | DAT                | E.   |
| (The offeror acknowled  | ges receipt of amendments   | THILLIA                          | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |        | DITTE                    | 711                         | ALL (BIVILLY) 110.                                  |                | <i>D111</i>        | <u>.                                    </u> |
| to the SOLICITATION documents numbered an                             |   |                                  |  |        |                          |                             |   |                |                    |  |
| 15A. NAME   | CODE  | F                                | ACILIT                                 | Y      |                          | 16. NAME AN                 | D TITLE OF PERSO                                    | N AU           | THORIZ             | ZED TO                                       |
| AND   |   |                                  |  |        |                          |                             | ER (Type or print)                                  |                |                    |  |
| ADDRESS<br>OF   |   |                                  |  |        |                          |                             |   |                |                    |  |
| OFFEROR   |   |                                  |  |        |                          |                             |   |                |                    |  |
| 15D TELEDIJONE NO   | 15G CVI   | OK IE DEMITTEAN                  | ICE ADDD                               | )EGG   |                          | 17 CICNIATE                 | DE  | 10.4           | ) PPP 1            | DATE   |
| 15B. TELEPHONE NO (   | ,   | CK IF REMITTAN<br>DIFFERENT FROM |  |        | ER                       | 17. SIGNATU                 | KE  | 18. 0          | OFFER 1            | DATE   |
|   | SU  | CH ADDRESS IN                    |  |        |                          |                             |   |                |                    |  |
|   |   |                                  | (To be o                               | •      | leted by Gove            |                             | DDV - TYON  |                |                    |  |
| 19. ACCEPTED AS TO ITEMS N  | NUMBERED 20. AMOU   | JNT                              |  |        | 21. ACCOUNTIF            | NG AND APPRO                | PRIATION  |                |                    |  |
|   | OTHER THAN FULL AND OPEN CO.  |                                  |  |        |                          |                             | ADDRESS SHOWN                                       | IN             | ITEM               |  |
| 10 U.S.C. 2304(c)   | <u> </u>  |                                  |  |        |                          | otherwise specifie          |   | ODE            |                    |  |
| 24. ADMINISTERED BY (If other   | r than Item 7) COE  | ль                               |  |        | 23. PAIMENI V            | WILL BE MADE                | ы (   | ODE            |                    |  |
|   |   |                                  |  |        |                          |                             |   |                |                    |  |
|   |   |                                  |  |        |                          |                             |   |                |                    |  |
|   |   |                                  |  |        |                          |                             |   |                |                    |  |
| 26. NAME OF CONTRACTING O   | FFICER (Type or print)  |                                  |  |        | 27. UNITED STA           | ATES OF AMERIC              | CA  | 28. A          | WARD D             | ATE  |
| TET.:   | EMATT.*   |                                  |  |        | (C:                      | of Contracting Of           | Figur)  | 1              |                    |  |

## Section B - Supplies or Services and Prices

| ITEM NO<br>0001 | SUPPLIES/SERVICES  Year 1, Manufacture & Insta Special Operation Forces (S FOB: Destination FFP | UNIT<br>Each<br>Assemblies (WI | UNIT PRICE \$ FA), Missile Tube #3 | \$<br>AMOUNT |
|-----------------|---|--------------------------------|------------------------------------|--------------|
| ITEM NO 0002    | SUPPLIES/SERVICES  Year 1, Manufacture & Insta SOF WFA, Missile Tube #4 FOB: Destination FFP    | UNIT<br>Each                   | UNIT PRICE \$                      | \$<br>AMOUNT |
| ITEM NO 0003    | SUPPLIES/SERVICES  Year 1, Manufacture & Insta SOF WFA, Missile Tube #5 FOB: Destination FFP    | UNIT<br>Each                   | UNIT PRICE \$                      | \$<br>AMOUNT |
| ITEM NO<br>0004 | SUPPLIES/SERVICES  Year 1, Manufacture & Insta SOF WFA, Missile Tube #6 FOB: Destination FFP    | UNIT<br>Each                   | UNIT PRICE<br>\$                   | \$<br>AMOUNT |

| ITEM NO<br>0005 | SUPPLIES/SERVICES  Year 1, Manufacture & Ins SOF WFA, Missile Tube # FOB: Destination FFP  | UNIT<br>Each | UNIT PRICE \$    | \$           |
|-----------------|--|--------------|------------------|--------------|
| ITEM NO<br>0006 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF WFA, Missile Tube # FOB: Destination FFP | UNIT<br>Each | UNIT PRICE<br>\$ | AMOUNT<br>\$ |
| ITEM NO<br>0007 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF WFA, Missile Tube # FOB: Destination FFP | UNIT<br>Each | UNIT PRICE \$    | AMOUNT<br>\$ |
| ITEM NO<br>0008 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF WFA, Missile Tube # FOB: Destination FFP | UNIT<br>Each | UNIT PRICE<br>\$ | AMOUNT<br>\$ |

Page 4 of 55

| ITEM NO<br>0009 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF Non Ordnance Canist FOB: Destination FFP  | UNIT<br>Each<br>ssile Tube #3 | UNIT PRICE \$ | \$<br>AMOUNT |
|-----------------|---|-------------------------------|---------------|--------------|
| ITEM NO<br>0010 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF Non Ordnance Canist FOB: Destination FFP  | UNIT<br>Each<br>ssile Tube #4 | UNIT PRICE \$ | \$<br>AMOUNT |
| ITEM NO<br>0011 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF Non Ordnance Canisto FOB: Destination FFP | UNIT<br>Each<br>sile Tube #7  | UNIT PRICE \$ | \$<br>AMOUNT |
| ITEM NO<br>0012 | SUPPLIES/SERVICES  Year 1, Manufacture & Inst SOF Non Ordnance Canist FOB: Destination FFP  | UNIT<br>Each<br>sile Tube #8  | UNIT PRICE \$ | \$<br>AMOUNT |

Page 5 of 55

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0013 Each Year 1, Manufacture & Install SSGN Class SOF Non Ordnance Canister Assemblies, Missile Tube #9 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0014 Each Year 1, Manufacture & Install SSGN Class SOF Non Ordnance Canister Assemblies, Missile Tube #10 FOB: Destination **FFP** UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 0015 1 Each Year 1, Manufacture & Install SSGN Class SOF Ordnance Canister Assemblies, Missile Tube #5 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0016 Each Year 1, Manufacture & Install SSGN Class SOF Ordnance Canister Assemblies, Missile Tube #6 FOB: Destination **FFP** 

Page 6 of 55

| ITEM NO<br>0017 | SUPPLIES/SERVICES  Year 1, Manufacture of SOF Shelf Units FOB: Destination FFP | QUANTITY<br>500<br>Stowage Aids,  | UNIT<br>Each | UNIT PRICE \$    | \$<br>AMOUNT |
|-----------------|--|-----------------------------------|--------------|------------------|--------------|
| ITEM NO 0018    | SUPPLIES/SERVICES  Year 1, Manufacture of SOF MK-16 Racks FOB: Destination FFP | QUANTITY<br>28<br>Stowage Aids,   | UNIT<br>Each | UNIT PRICE \$    | \$<br>AMOUNT |
| ITEM NO<br>0019 | SUPPLIES/SERVICES  Year 1, Manufacture of SOF MK-25 Racks FOB: Destination FFP | QUANTITY<br>32<br>S Stowage Aids, | UNIT<br>Each | UNIT PRICE \$    | \$<br>AMOUNT |
| ITEM NO<br>0020 | SUPPLIES/SERVICES  Year 1, Manufacture of SOF OBM Racks FOB: Destination FFP   | QUANTITY<br>40<br>Stowage Aids,   | UNIT<br>Each | UNIT PRICE<br>\$ | \$<br>AMOUNT |

Page 7 of 55

| ITEM NO<br>0021 | SUPPLIES/SERVICES  Year 1, Manufacture of SOF Scuba Racks FOB: Destination FFP                | QUANTITY<br>28<br>F Stowage Aids, | UNIT<br>Each                      | UNIT PRICE \$          | \$<br>AMOUNT  |
|-----------------|---|-----------------------------------|-----------------------------------|------------------------|---------------|
| ITEM NO 0022    | SUPPLIES/SERVICES  Year 1, Manufacture of SOI Associated Straps 0017-002 FOB: Destination FFP |                                   | UNIT<br>Lot                       | UNIT PRICE \$          | \$<br>AMOUNT  |
| ITEM NO 0023    | SUPPLIES/SERVICES  Year 1, Technical Data IAW Attachment 6 FOB: Destination FFP               | QUANTITY 1 DD Form 1423,          | UNIT<br>Lot                       | UNIT PRICE<br>XXX      | AMOUNT<br>NSP |
| ITEM NO<br>0024 | SUPPLIES/SERVICES  Option 1, Year 2, Manufacture & Install SSGI FOB: Destination FFP          | QUANTITY<br>1<br>N Ordnance SOF C | UNIT<br>Each<br>anisters, Missile | UNIT PRICE \$  Tube #5 | \$<br>AMOUNT  |

Page 8 of 55

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0025 1 Each Option 2, Year 2, Manufacture & Install SSGN Ordnance SOF Canisters, Missile Tube #6 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** Each 0026 1 Option 3, Year 2, Manufacture & Install SSGN Non Ordnance SOF Canisters, Missile Tube #9 FOB: Destination **FFP** UNIT PRICE ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 0027 1 Each \$ Option 4, Year 2, Manufacture & Install SSGN Non Ordnance SOF Canisters, Missile Tube #10 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** Each 0028 1 Option 5, Year 2, Manufacture & Install SSGN SOF Non Ordnance Canisters, Missile Tube #9 FOB: Destination **FFP** 

Page 9 of 55

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0029 1 Each Option 6, Year 2, Manufacture & Install SSGN SOF Non Ordnance Canisters, Missile Tube #10 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 0030 Each 1 Option 7, Year 2, Manufacture & Install SSGN SOF Ordnance Canisters, Missile Tube #5 FOB: Destination **FFP** ITEM NO UNIT PRICE SUPPLIES/SERVICES **QUANTITY** UNIT **AMOUNT** 0031 1 Each Option 8, Year 2, Manufacture & Install SSGN SOF Ordnance Canisters, Missile Tube #6 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0032 1 Lot Option 9, Year 2, Technical Data IAW DD Form 1423, Attachment 6 FOB: Destination **FFP** 

Page 10 of 55

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0033 Each 1 Option 10, Year 2, Manufacture & Install SSGN SOF WFA, Missile Tube #5 FOB: Destination FFP ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** 0034 Each 1 Option 11, Year 2, Manufacture & Install SSGN SOF WFA, Missile Tube #6 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0035 1 Each Option 12, Year 2, Manufacture & Install SSGN SOF WFA, Missile Tube #9 FOB: Destination **FFP** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT UNIT PRICE **AMOUNT** 0036 Each 1 Option 13, Year 2, Manufacture & Install SSGN SOF WFA, Missile Tube #10 FOB: Destination **FFP** 

Page 11 of 55

| ITEM NO<br>0037 | SUPPLIES/SERVICES  Option 14, Year 2, Manufacture & Install SSG FOB: Destination FFP | QUANTITY<br>1<br>N SOF WFA, Miss  | UNIT<br>Each<br>ile Tube #5  | UNIT PRICE \$    | \$<br>AMOUNT |
|-----------------|--|-----------------------------------|------------------------------|------------------|--------------|
| ITEM NO<br>0038 | SUPPLIES/SERVICES  Option 15, Year 2, Manufacture & Install SSG FOB: Destination FFP | QUANTITY<br>1<br>N SOF WFA, Miss  | UNIT<br>Each<br>ile Tube #6  | UNIT PRICE \$    | \$<br>AMOUNT |
| ITEM NO<br>0039 | SUPPLIES/SERVICES  Option 16, Year 2, Manufacture & Install SSG FOB: Destination FFP | QUANTITY<br>1<br>N SOF WFA, Miss  | UNIT<br>Each<br>ile Tube #9  | UNIT PRICE \$    | \$<br>AMOUNT |
| ITEM NO<br>0040 | SUPPLIES/SERVICES  Option 17, Year 2, Manufacture & Install SSG FOB: Destination FFP | QUANTITY<br>1<br>N SOF WFA, Missi | UNIT<br>Each<br>ile Tube #10 | UNIT PRICE<br>\$ | \$<br>AMOUNT |

Page 12 of 55

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0041 1 Lot \$\_\_\_\_\_ \$\_\_\_\_

Option 18, Year 2,

Technical Data IAW DD Form 1423, Attachment 6

FOB: Destination

**FFP** 

### NOTE

The drawings referenced throughout the Statement of Work include a Distribution Statement of "D" and will not be released with the solicitation. Drawings will be provided separately to contractors who specifically request them from the contract specialist designated in the solicitation and are registered in the Joint Certification Program (JCP), which is managed by the Defense Logistics Information Service (DLIS). The Joint Certification Program establishes the eligibility of a U.S. or Canadian contractor to receive technical data governed by DOD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DOD Directive 5230.4, a companion directive, establishes the distribution marking system for DOD controlled technical documents. To become certified to receive controlled technical documents, contractors must submit a completed DD Form 2345 to the JCO. Refer to <a href="https://www.dlis.dla.mil/jcp/">www.dlis.dla.mil/jcp/</a> for additional information on obtaining the required certification.

NOTE: THE RESULTANT CONTRACT WILL BE AN EXPORT LICENSE CONTRACT. If the contractor employs foreign nationals to work on this contract, the contractor must have an export license.

#### Section C - Descriptions and Specifications

## L Scope of Work

- 1. The contractor shall furnish under Items 0001 thru 0041 materials, tools, equipment and required support to perform manufacture and installation of Special Operation Forces (SOF) Walking Flats and Canisters on SSGN Class Hulls. The manufacture, delivery & installation of completed components shall coincide with the availability schedules as laid out in Attachment 1.
- 2. Contractor shall provide the necessary personnel and equipment to support multiple simultaneous manufacture and installation of units. Contractor's installation effort could be immediate and intense due to ship availability.
- 3. The work hereunder shall be accomplished by qualified personnel for the work specified herein and shall be provided on-site as required.
- 4. The Government may exercise any of the Options listed under Section B at any time from date of contract award through expiration date of contract.

#### II. References

The following documents and their latest revisions shall be used in the technical requirements for performing work under this contract.

- 1. Contractor's Approved Quality Assurance Manual
- 2. NFPA standard 312; Standard for Fire Prevention of Vessels During Construction, Repair and Lay-up
- 3. OPNAVINST 3120.32C with CH-5; Standard Organization and Regulations of U.S. Navy
- 4. Submarine Maintenance Standard, MS No. 6310-081-015, Revision D; Submarine Preservation
- 5. NAVSEA Technical Publication S9074-AQ-GIB-010/248; Requirements for Welding and Brazing Procedures and Performance Qualification
- 6. Code of Federal Regulations 29 CFR 1915, Title 29; Occupational Safety and Health Standards for Shipyard Employment.
- 7. NAVSEAINST 9210.4A; Changes, Repair, and Maintenance to Nuclear Powered Ships
- 8. NAVSEA Technical Publication T9074-AD-GIB-010/1688; Requirements for Fabrication, Welding and Inspection of Submarine Structure
- 9. S9086-CH-STM-010/Ch-074R4; Naval Ships Technical Manual, Chapter 074 Volume 1, Welding and Allied Processes.
- 10. NAVSEA Technical Publication S9074-AR-GIB-010/278; Requirements for Fabrication Welding and Inspection and Casting Inspection and Repair for Machinery, Piping, and Pressure Vessels
- 11. NAVSEA Technical Publication T9074-As-GIB-010/271 with Cani-1; Requirements for Nondestructive Testing
- 12. MIL-STD-2035; Nondestructive Testing Acceptance Criteria
- 13. NAVSEA 0902-018-2010 Section 9480; General Requirements for Piping Systems
- 14. ANSI/ISO/ASQ Q9001-2000; Quality Management Systems -Requirements
- 15. ANSI/NCSL Z540-1: General Requirements for Calibration Laboratories and Measuring and Test Equipment
- 16. NAVSEA Instruction 5100.4D; Mercury, Mercury Compounds, and Components Containing Mercury or Mercury Compounds, Control of
- 17. NAVSEA S9726-AF-MMA-010, Maintenance Manual for Cargo Ballast Assembly, Lower Walking Flat Base Structure, and Lower Walking Flat
- 18. NAVSEA S9592-BG-MMA-010, Maintenance Manual for Special Operations Forces Stowage Canisters
- 19. NAVSEA S9SSG-AA-WSI-020, SSGN Class Attack Weapon System Support Systems Manual (AWSSSM)
- 20. NAVSEA SMP-11G-6403 Inspect Missile Tube Interior

#### **III.** Contractor's Responsibilities

- 1. The Contractor shall ensure that all applicable requirements of this contract are imposed on all applicable subcontractors and purchase orders. The Contractor shall not impose or allow any variation from the requirements of this contract by the subcontractors other than those that have been approved by the Government for incorporation into the contract.
- 2. The Contractor shall have responsibility for the total system performance. The contractor shall be the prime in working with other subcontractors and agencies in manufacturing the SOF Equipment. In the event reasonable efforts as coordination become stalled, the contractor shall promptly (within one day) inform the NSWCCD Technical Point of Contact and the PCO of the nature of the problem and the potential impact.
- 3. The Contractor shall be required throughout the life of this contract to provide minutes of the quarterly meetings, conferences, program reviews required by this contract. (CDRL A001)
- 4. The SOF Equipment shall be fabricated in accordance with specified drawings and technical documentation specification section contained herein. The Contractor shall comply with the Navy Schedule (Attachment 1). The Contractor shall develop and maintain a manufacturing schedule which coincides with attachment 1. Submission of this schedule shall be made monthly. (CDRL A002)
- 5. The contractor shall ensure all work is in strict compliance with the applicable NAVSEA DWG's, plans, specifications, references, standards and directives. The contractor shall provide copies of QA Form 12, Departure from Specification Requests, for major waivers/deviations incidental to the submarines installation work and manufactured materials to the Ship, Ship's Immediate Superior in Command (ISIC), Class Planning Yard, and Naval Surface Warfare Center Carderock Division Ships System Engineering Station (NSWCCD-SSES), Philadelphia, PA.
- 6. The contractor shall prepare and submit an Occupational, Safety, and Health (OSHA) Plan. The plan shall ensure that their employees and sub-contractors comply with all Navy, Federal, and State OSHA regulations including Alteration Team Technical Specification Guidance Manual, reference (6). The plan shall cover all work events involved including the proper use of Personal Protective Equipment (such as but not limited to safety shoes, eye protection and hard hats), procedures for working with known hazardous materials and procedure for working in know hazardous situations. The contractor shall enforce these OSHA requirements throughout the installation effort. (CDRL A003)
- 7. The contractor shall prepare and submit an Environmental and Hazmat Plan. The plan shall ensure that all Navy, Federal, State and Local Environmental laws and regulation are comp lied with for the proper handling, storing, transporting and disposing of Hazardous Waste, Additionally, the contractor shall strictly adhere to all Clean Water Clean Air laws and regulations of the Navy, Federal, State and Local Authorities. All hydro blasting, sandblasting, and spray-painting operations shall be completely contained in accordance with Navy, Base, and Local Government policies. The contractor shall ensure that their employees and sub-contractors comply with these requirements. The plan shall also provide a procedure for the proper handling of an oil and hazardous substance spill. The contractor shall maintain an EPA approved hazardous substance spill kit at the work site. (CDRL A004)
- 8. The contractor shall provide properly qualified personnel, meeting the requirements specified herein under this contract, to perform the scheduled work. In addition, it is the responsibility of the contractor to ensure all applicable personnel have the proper security clearances for work performance under this contract, as specified in DD Form 254. The contractor shall prepare and submit a complete list of all personnel, with security clearances, who will participate in installation work.
- 9. The contractor shall develop a plan for the integration of the contractor work, into the master schedule for work to be performed aboard the ship. The contractor shall coordinate with and submit this plan for approval to the

controlling shipyard/activity for each ship availability period. The contractor shall submit the final approved plan to the Task Originating Activity and NSWCCD-SSES.

- 10. Upon request by the Government, the contractor shall submit certification documentation that the company's welding/brazing procedures and performance qualifications tests are in accordance with reference (5), for each applicable procedure relative to SOF Equipment manufacture and installation work.
- 11. Coordinate all work control issues through the host shipyard POC official in order to obtain Work Authorization Forms (WAF)/Tag-outs form Ships Force prior to commencing work, during in-process work, and at final close out of Work Authorization Forms (WAF/Tag-outs) in accordance with reference (3). The contractor shall be responsible for the Tag-out Process in accordance with references (6) and (9), of all necessary equipment/systems to accomplish the SOF LWFA & Canister installations. The contractor shall submit a letter, on company letterhead, which states that their representatives are familiar with the tag-out program.
- 12. The contactor shall maintain work sites in the highest reasonable state of cleanliness consistent with the specific work. As a minimum, all track, industrial waste and mechanical grinding/ cutting debris will be removed at least once every shift.
- 13. The contractor shall perform surface preparation and paint preservation in accordance with references (4) and (7) to all areas disturbed during the installation. The contractor shall also clean, prepare, prime and paint new and disturbed surfaces to match surrounding areas.
- 14. The contractor shall provide a 24-hour supervisory point of contact and engineering support during the scheduled installation periods.
- 15. The contractor shall ensure that all cables, hoses and lines used during the installation are properly tagged as to their use, pressure, voltage, etc. When cables, hoses or lines must be passed through watertight doors and hatches, disconnects must be located as close as possible to the affected door or hatch with a fire as located in close proximity for severing cables, lines or hoses as necessary. Quick-disconnects will be used where possible. The service identification tag shall be either metal photo construction or heavy-duty plastic with the inscribed information. The tag shall be securely attached to the service line, within 4 feet of the watertight door or hatch and will be capable of withstanding the rigors of the shipboard working environment.
- 16. The contractor shall participate in the final acceptance/turnover of all work related systems between representatives of NSWCCD-SSES, Task Originating Activity, and the ship. The contractor shall take for action all incomplete work as identified by the ship's representative. These action items shall be completed in an acceptable fashion and in a timely manner. The contractor's involvement is not complete until the final acceptance is received for the ship. Contractor shall submit a letter/report, which identifies that all final action items are complete. The report should also identify the major work accomplished, including the completion timeframe for these major milestones. (CDRL A005)
- 17. If work stoppage delays are encountered, which are beyond the control of the contractor that will result in additional expense to the Government, the contractor shall provide immediate notification to on-site Government representative. Work stoppage delays shall be documented and a daily written signature of concurrence shall be obtained from the Government on-site representative. The written notification shall identify the cause of delay with the name of the activity causing the delay, the names with labor categories of the Contractor's personnel that are unable to work. All delays shall be submitted to the Government utilizing a QA Form 44 (Condition Report).
- 18. Provide two (2) copies of redline markup drawings for any changes related to the manufacturing or installation drawing package. As well as provide a copy of any Liaison Action Request (LAR) developed during the manufacturing process. (CDRL A006)

19. Prepare and submit a LAR to the planning Yard for necessary changes to the Ship's Selected Record (SSR) Drawings. Copy of the LAR shall be forwarded to NSWCCD-SSES. (CDRL A007)

## IV. Description/Specifications/Work Statement

<u>Item 0001 through 0008 (Year 1)</u>; <u>If exercised, Item 0033 & 0034 (Year 2, Option 10 & 11)</u>; <u>Item 0035 & 0036 (Year 2, Option 12 & 13)</u>; <u>Item 0037 through 0040 (Year 2, Option 14 through 17)</u>

Manufacture & Installation of SSGN Class SOF WFA and LW FA

Manufacture and Installation of Walking Flat Assemblies specific to Missile Tube numbers listed below and their components in accordance with:

- a. Walking Flat Structure Assemblies 1C, 1B, 1A (SH 9, DWG 7384686)
- b. Ladders and Grabs Assemblies 4, 5 (DWG 7384925)
- c. Hatch Assembly (SH 16 of drawing 7549510)
- d. Stowage Rails per Attachment 6, (DWG 7385000)
- e. Stowage Ladder per Attachment 6, (DWG 7385000)
- f. Mounting bolt pattern for ASDS SOFNALIME Lockers (Port & Starboard (Stbd) ASDS Waste Lockers (DWG 7385000)
- g. Walking Flat Wire Ways / Cable Clamps per Attachment 3, (DWG 7385302)
- h. Walking Flat Lighting Arrangement including Florescent and LED Lights (DWG 7385223, 7550086)
- i. Low Voltage DC/LED Lighting Wiring including all cabling associated with the Walking Flats (7549764, 7384625, 7385220, 7385209)
- j. Associated Lighting Fixtures / Hangers (7069179)
- k. Mounting Assembly for Walking Flat Terminal Box and Temperature Transducer (7550093, 7384629)
- 1. Interface Cable between Terminal Box and Temperature Transducer (7549487 SH 4)
- m. Polyethylene Guides, 6 per LWFA (EB DWG# G861-0017)

Lower Walking Flats to be manufactured will be configured as specified under the corresponding CLIN's identified under the Supplies / Services Section.

Each Unit Shall Be Marked as Follows:

Tubes 3, 5, 7, 9: "Stbd SOF LWFA ASSY A XXXX (Last 4 of Contract #)"

Tubes 4, 6, 8, 10: "Port SOF LWFA ASSY B XXXX (Last 4 of Contract #)"

Delivery of Walking Flat Assemblies shall be in accordance with the locations and dates specified in the schedule, Attachment 1.

Installation of Complete Walking Flat assemblies' pier side per Government provided schedule based on hull availability. Installation will be in accordance with References (17), (19) and (20).

<u>Item 0009 through 0014 (Year 1)</u>; if exercised, Item 0026 & 0027 (Year 2, Option 3 & 4), Item 0028 & 0029 (Year 2, Option 5 & 6)

Manufacture & Installation of Non Ordnance SOF Canisters

Manufacture and Installation of eight (8) Non Ordnance SOF Canister assemblies (SH 9, 7384918 Assy: 1(Module A), 2(Module B), 3(Module C)) Each assembly and its components will be configured as stated below.

- 1. Module A (7549453 (A3, A4, A7-A10), 7384660)
- 2. Module B (7549454 (A3, A4, A7-A10), 7384661)

3. Module C (7549455 (A3, A4, A7-A10), 7384662)

a. P/N 13 is provided as GFE but not in its proper configuration, it still needs modified in accordance with this drawing to support the SOF Canisters.

Non Ordnance SOF Canisters to be manufactured will be configured as specified under the corresponding CLIN's identified under the Section B, Supplies or Services.

Canisters under Items 0009 through 0014 shall consist of the following:

- 1. Manufacture of SOF Canister Ladder Assemblies:
  - a. Assy: 1-5, 7 & 8 (7384930)
  - b. Part # 1016, 1017 (7384930)
- 2. Manufacture of SOF Canister Birdcage (7549574)
- 3. Manufacture of SOF Canister Gratings:
  - a. Module A Assy 1 (7549685)
  - b. Module B Assy 1 (7549685)
  - c. Module C Assy 1 (7549685)
- 4. Manufacture of SOF Canister Hatches:
  - a. Module A Assy 1 (7549510)
  - b. Module B Assy 1 (7549510)
  - c. Module C Assy 2 (7549510)
- 5. Manufacture of SOF Canister Stowage Rails:
  - a. Module A Assys: 1, 4,7,10 (7385001 STBD, 7384999 PORT)
  - b. Module B Assys: 2, 5,8,11 (7385001 STBD, 7384999 PORT)
  - c. Module C Assys: 3, 6,9,12 (7385001 STBD, 7384999 PORT)
- 6. Manufacture of SOF Canister Wire Ways / Cable Clamps:
  - a. See Attachment 4 for detailed list of required clamps, etc. (7550027)
- 7. Manufacture of SOF Canister Lighting Arrangement:
  - a. See Attachment 5 for detailed list of lights, etc. (7385223, 7550086)
  - b. Associated Lighting Fixtures (7069179)
- 8. Manufacture of SOF Canister Electrical Equipment
  - a. Low Voltage DC/LED Lighting Wiring (7549764, 7384625, 7385220)
  - b. Module A; LTG-847-MBIC, G8536041-005 (7384604)
  - c. Module B; G6714101-0236 (7384604)
- 9. Manufacture of SOF Canister Guard Assemblies:
  - a. Module A Assy 1 (7384929)
  - b. Module B Assy 2 (7384929)
  - c. Module C Assy 3 (7384929)
- 10. Manufacture of SOF Canister Lifting Pads (7384934)
- 11. Manufacture of SOF Canister Supporting Equipment
  - a. 1 Set for Each Module (7385418)
- 12. Manufacture of SOF Canister Protective Covers:

- a. Module A: See ISO View 9-7C (7549509)b. Module B: See ISO View 9-5C (7549509)c. Module C: See ISO View 9-2C (7549509)
- 13. SOF Canister Misc. Equipment (7549452)
- 14. Missile Tube Gas Piping for Combat Rubber Rating Craft (CRRC) Inflations
  - a. Tubes 9: See SH 20 (7550258), SH 14, 21 (7385459)
  - b. Tube 10: See SH 20 (7550259), SH 14, 21 (73854590)
- 15. Procure / Manufacture all required installation material
  - a. Canister Retention Hardware Detail 12-2A (7384919)
    - 1. O-rings (ref 11) Qty (2) for each Tube
      - a. 3227009-2, 6X1440-LW-W00-4181
    - 2. Gasket (ref 11) Qty (1) for each Tube
      - a. 3227009-3, 6X1440-LW-W00-4182

Each unit shall be marked as follows:

Tubes 3, 7, 9: "STBD SOF Canisters ASSY A XXXX (Last 4 #s of Contract)

Tubes 4, 8, 10: "PORT SOF Canisters ASSY B XXXX (Last 4 #s of Contract)

Delivery of all SOF Canister assemblies to the locations, hull numbers and dates shall be as specified on the schedule. Attachment 1.

Installation of Complete Walking Flat assemblies' pier side per government provided schedule based on hull availability. Installation will be in accordance with Reference (18), (19), and (20).

<u>Item 0015 & 0016 (Year 1)</u>; <u>If exercised, Item 0024 & 0025 (Year 2, Option 1 & 2)</u>; <u>Item 0030 through 0031 (Year 2, Option 7 & 8)</u>

Manufacture & Installation of Ordnance SOF Canisters

Manufacture and Installation of Two (2) Ordnance SOF Canister assemblies (SH 9, 7384918 Assy: 1(Module A), 2(Module B), 3(Module C). Each assembly and its components will be configured as stated below.

- 1. Module A (7549453 (A5, A6), 7384660)
- 2. Module B (7549454 (A5, A6), 7384661)
- 3. Module C (7549455 (A5, A6), 7384662)
  - a. P/N 13 is provided as GFE but not in its proper configuration, it still needs modified in accordance with this drawing to support the SOF Canisters.

Ordnance Canisters under Items 0015 & 0016 shall consist of the following:

- 1. One (1) Ordnance Canister configured for Missile Tube #5
- 2. One (1) Ordnance Canister configured for Missile Tube #6

The following components are required to be manufactured for each of the above canister assemblies and installed:

- 1. SOF Canister Ladder Assemblies:
  - a. Assy: 1-5, 7 & 8 (7384930)
  - b. Part No. 1016, 1017 (7384930)
- 2. SOF Canister Birdcage (7549574)

- 3. SOF Canister Gratings:
  - a. Module A Assy 1 (7549685)
  - b. Module B Assy 1 (7549685)
  - c. Module C Assy 1 (7549685)
- 4. SOF Canister Hatches:
  - a. Module A Assy1 (7549510)
  - b. Module B Assy 1 (7549510)
  - c. Module C Assy 2 (7549510)
- 5. SOF Canister Stowage Rails:
  - a. Module A Assys: 1, 4, 7, 10 (7385001 STBD, 7384999 PORT)
  - b. Module B Assys: 2, 5, 8, 11 (7385001 STBD, 7384999 PORT)
  - c. Module C Assys: 3, 6, 9, 12 (7385001 STBD, 7384999 PORT)
- 6. SOF Canister Piping Sprinklers Internal:
  - a. Tube 5: All Components of ISO VIEW 10-5A (7385128)
  - b. Tube 6: All Components of ISO VIEW 10-7A, 10-3A (7385129)
  - c. Tubes 5 &6 Piping (7384740)
- 7. SOF Canister Hangers Sprinklers Internal:
  - a. Tube 5: 7384884
  - b. Tube 6: 7384883
  - c. Tubes 5 & 6 Piping Hangers (7384906)
- 8. SOF Canister Fire Fighting Equipment & Piping:
  - a. Tube 5: Assy: 1, 2, 3, 4, 17, 18, 19, 20 (7549667)
  - b. Tube 6: Assy: 5, 6, 7, 16, 21, 22, 23, 24, 29 (7549667)
- 9. SOF Canister Wire Ways / Cable Clamps:
  - a. See Attachment 4 for detailed list of required clamps, etc. (7550027)
- 10. SOF Canister Lighting Arrangement:
  - a. Low Voltage DC/LED Lighting Wiring (7549764, 7384625, 7385220)
  - b. See Attachment 5 for detailed list of lights, etc. (7385223, 7550086)
  - c. Associated Lighting Fixtures (7069179)
- 11. SOF Canister Electrical Equipment: (7384604)
  - a. Birdcage: G6735401-016B, G6735401-017B
  - b. Module A: G6735401-018B, G6735401-019B, G8536041-005
  - c. Module B: G6714101-025, G6735401-021B, G6735401-020B
  - d. Module C: G6735401-010
    - \*Tube 6 components have the same part numbers except B is replaced with an A.
- 12. SOF Canister Guard Assemblies:
  - a. Module A Assy 4 (7384929)
  - b. Module B Assy 5 (7384929)
  - c. Module C Assy 6 (7384929)
- 13. SOF Canister Lifting Pads (7384934)
- 14. SOF Canister Supporting Equipment

- a. 1 Set for each Module (7385418) Rigging Hardware not required (GFE)
- b. Cargo Pallet; HCU-6/E 463L (MIL-P-27443)
- 15. SOF Canister Protective Covers:
  - a. Module A: See ISO View 9-7C (7549509)
  - b. Module B: See ISO View 9-5C (7549509)
  - c. Module C: See ISO View 9-2C (7549509)
- 16. SOF Canister Misc. Equipment (7549452)
- 17. Procure / Manufacture all required installation material
  - a. Canister Retention Hardware Detail 12-2A (7384919)
    - 1. O-rings (ref 11) Qty (2) for each Tube
      - a. 3227009-2, 6X1440-LW-W00-4181
    - 2. Gasket (ref 11) Qty (1) for each Tube
      - a. 3227009-3, 6X1440-LW-W00-4182

Each unit shall be marked as follows:

Tube 5: STBD SOF Canister Assy C XXXX (Last 4 #s of Contract)

Tube 6: PORT SOF Canister Assy D XXXX (Last 4 #s of Contract)

Delivery of all SOF Canister assemblies to the locations, hull numbers and dates specified in the Schedule, Attachment 1

Installation of Complete Walking Flat assemblies' pier side per Government provided schedule based on hull availability. Installation will be in accordance with References (18), (19) and (20).

### Item 0017 through 0022 (Year 1):

Manufacture of SOF Stowage Aids:

- 0017, Manufacture of (500) SOF Shelf Units: Assy A1 (7384964)
- 0018, Manufacture of (28) SOF Mk-16 Racks: Assy A5 (7384964)
- 0019, Manufacture or (32) SOF Mk-25 Racks: Assy A4 (7384964)
- 0020, Manufacture of (40) SOF OBM Racks: Assy A2 (7384964)
- 0021, Manufacture of (28) SOF Scuba Racks: Assy A3 (7384964)
- 0022, Manufacture of all Associated Straps: Assy S1-S6 (7384964)

Delivery of SOF Stowage Aids to the location according to SOF delivery schedule, Attachment 1. <a href="Item 0023">Item 0023</a> (Year 1); If exercised, Item 0032 (Year 2, Option 9) and Item 0041 (Year 2, Option 18): Items 0023, 0032 and 0041 are in accordance with Contract Data Requirements List (CDRL), Attachment 6.

# V. Drawing Package: Note: Contractor should insure that the drawings used include all Technical Variance Documents (TVD) and all accompanying ERs should be incorporated.

1. The following drawings and their Engineering Reports (ERs) pertain to the Manufacture of the Walking Flat Assemblies (WFA) & Canister Assemblies:

#### Table 1.0 Drawing Package

| DRAWING NUMBER | DRAWING TITLE |
|----------------|---------------|
|                |               |

| LWFAs          |   |
|----------------|---|
| 7384629        | FOUNDATION MISC ELECTRICAL EQUIP MISSILE TUBES 3-24   |
| 7384686        | LOWER WALKING FLAT MISSILE TUBE 3-24                  |
| 7384934        | LIFTING PADS MISSILE COMPARTMENT FIRST PLATFORM       |
| 7549487        | ATTACK WEAPONS SUPPORT SYS MISSILE TUBE CABLE DIAGRAM |
| 7550093        | ATTACK WEAPONS SUPPORT SYS TERMINAL BOX ASSY AND DET  |
| EB# G861-0017  | MISSILE TUBE WORK PLATFORM HANDLING                   |
|                |   |
| LWFA & CANISTE | CRS   |
| 7015186        | CABLEWAY HANGERS STD SUPPORT METHODS                  |
| 7069179        | MISC DETAILS FOR LIGHTING EQUIP                       |
| 7384534        | SSGN TRIDENT CLASS PAINTING SCHEDULE                  |
| 7384925        | LADDERS AND GRABS MISSILE TUBES 3-24                  |
| 7384964        | STOWAGE AIDS A&D                                      |
| 7385000        | STOWAGE INTERNAL MISSILE TUBES 3 THRU 24 PORT & STBD  |
| 7385209        | MISSILE COMPT 4TH PLATF-FWD CABLING DIAGRAM           |
| 7385220        | ELECTRICAL RECEPTACLES PLATF 3 & 4 CABLING DIAGRAM    |
| 7385223        | LIGHTING ARRG INTERNAL MISSILE TUBES 3-24             |
| 7385302        | ARRG OF CABLEWAYS TUBES 3-10 INTERNAL                 |
| 7385348        | ARRG OF CABLE ROUTING TUBES 3-10 INTERNAL             |
| 7549510        | HATCHES CANISTERS & LOWER WALKING FLAT                |
| 7549668        | STANDARD GENERAL NOTES                                |
| 7549764        | LOW VOLT DC/LED LIGHTING EQUIP                        |
| 7549766        | SOF MISSION SPECIFIC STOWAGE ARRG                     |
|                |   |
| 7384625        | MODS ASGMT ELE HOLES TB/LOCS                          |
| 7385220        | ELEC RCPT PLATF 3 & 4 CAD                             |
| 7550086        | LED LIGHTS  |
| CANISTERS      | COE CANICTED MICC EL ECTRICAL FOLID                   |
| 7384604        | SOF CANISTER MISC ELECTRICAL EQUIP                    |
| 7384660        | SOF CANISTER LOWER                                    |
| 7384661        | SOF CANISTER MIDDLE                                   |
| 7384662        | SOF CANISTER UPPER                                    |
| 7384740        | PIPING MISSILE TUBE CANISTER TUBES 3 THRU 10          |
| 7384883        | HANGERS SPRINKLERS INT ORDNANCE PORT                  |
| 7384884        | HANGERS SPRINKLERS INT ORDNANCE STBD                  |
| 7384906        | HANGERS MISSILE TUBE CANISTERS PIPING MT 3-10         |
| 7384916        | ORDNANCE SOF CANISTER ASSY                            |
| 7384918        | SOF CANISTER ASSY                                     |
| 7384919        | SOF CANISTER / MISSILE TUBE INTERFACE CONTROL DRAWING |
| 7384929        | GUARDS MISC SOF CANISTERS MISSILE TUBES 3 THRU 10     |
| 7384930        | LADDERS & GRABS SOF CANISTERS TUBES 3 THRU 10         |
| 7384999        | SOF STOWAGE RAILS CANISTER MODULE A, B, C             |
| 7385001        | SOF STOWAGE RAILS CANISTER MODULE A, B, C             |
| 7385128        | PIPING SPRINKLERS INTERNAL ORDNANCE STBD              |
| 7385129        | PIPING SPRINKLERS INTERNAL ORDNANCE PORT              |
| 7385418        | SOF SUPPORT EQUIP HANDLING                            |

| 7385459 | PP MSL GAS MT 1 <sup>ST</sup> PLATF                          |
|---------|--|
| 7549452 | SOF CANISTER MISC ASSEMBLY & DETAILS                         |
| 7549453 | SOF LOWER MODULE SECTION ASSY & DET                          |
| 7549454 | SOF MIDDEL MODULE SECTION ASSY & DET                         |
| 7549455 | SOF UPPER MODULE SECTION ASSY & DET                          |
| 7549509 | TEMP PROTECTIVE COVERS CANISTER MODULES                      |
| 7549574 | SOF CANISTER MISC EQUIP                                      |
| 7549664 | LABEL PLATE STRUCTURAL AFT BHD 51                            |
| 7549667 | FOUNDATIONS SOF FIREFIGHTING EQUIP & PIPING                  |
| 7549685 | SOF CANISTER & TUBES PROTABLE GRATING ASSY & DET             |
| 7550027 | ARRG OF CABLEWAYS / CABLE ROUTING SOF CANISTERS              |
| 7550258 | PIPING MISSILE GAS MISSILE TUBE INTERNAL TUBES 9,11,13 & 15  |
| 7550259 | PIPING MISSILE GAS MISSILE TUBE INTERNAL TUBES 10,12,14 & 16 |
| 7550395 | SOF CANISTER INSTALLATION                                    |
| 7550398 | ATTACK WEAPONS SYS CONN PLATE DET                            |

2. The following LAR's apply to the indicated drawings listed above.

Table 2.0 Current LAR's

| LAR NUMBER    | DRAWING NUMBER | SUBJECT                              |
|---------------|----------------|--------------------------------------|
| L-100887-001  | S10SGN058      | 1 Ton Pad Eye Detail                 |
| L-100887-001A | S10SGN058      | Pad Eye Weld & Marking               |
| L-100887-002  | 7384686        | Walking Flat Deck Cut Out Dimensions |
| L-100887-002A | 7384686        | Walking Flat Deck Cut Out Dimensions |
| L-100887-002B | 7384686        | Walking Flat Deck Cut Out Dimensions |
| L-100887-003  | 7384686        | Walking Flat PC 50 Specs             |
| L100887-004   | 7549510        | Walking Flat Hatches                 |
| L-100887-005  | 7384825        | Grab Rail PC 500                     |

## VI. Quality Assurance Requirements (QA)

## 1. Contractor's Quality/Inspection System:

a. The contractor shall provide and maintain a written inspection system, which will assure that all supplies and services submitted to the Government for acceptance conform to contract requirements whether manufactured or processed by the contractor, or procured from subcontractors or vendors. The contractor shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specifications and contract requirements and shall also perform or have performed all inspections and tests otherwise required by the contract. The contractor's inspection system shall be documented and shall be available for review by the Naval Surface Warfare Center Carderock Division – Philadelphia Site, Naval Business Center, 4700 S. Broad Street, Phila., PA 19112-5083, Attn Code 9613, via the DCMA, fifteen (15) days after award of contract and throughout the life of the contract. The contractor shall notify the Naval Surface Warfare Center Carderock Division – Philadelphia Site in writing of any change to the inspection system. The inspection system shall be subject to disapproval if changes thereto would result in nonconforming product. Vendors currently operating under ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 quality system will be deemed acceptable under this provision.

b. The Quality/Inspection System shall include the following:

**Document Control** 

- 1) Design Control
- 2) Purchasing
- 3) Control of Customer Supplied Material (Government Furnished Material)
- 4) Product Identification and Traceability
- 5) Process Control
- 6) Inspection and Testing
- 7) Inspection Measuring and Test Equipment Calibration in accordance with the requirements of ANSI/NCSL Z540-1.
- 8) Inspection and Test Status
- 9) Control of Nonconforming Product
- 10) Corrective/Preventative Action
- 11) Handling, Storage, Packaging, and Delivery
- 12) Internal and External Audits
- 13) Records
- 14) Controls to assure that requirements of this contract are invoked on subcontractors and the contractor verifies implementation by subcontractors.
- 15) Special Requirements identified in Delivery Orders.

#### 2. Procedures:

- a. The contractor shall furnish the following procedures:
  - 1) An inspection plan (CDRL A008). This document shall contain as a minimum:
    - a) Step-by-step method with inspection/verification points.
      - 1) Part Name
      - 2) Identification of each characteristic to be inspected.
      - 3) Acceptance and reject criteria.
      - 4) Actual dimension recordings.
  - 2) Nondestructive Test Procedures in accordance with NAVSEAT9074-AR-GIB-010/271 for:
    - a) Dye Penetrant
    - b) Visual
- 3) Written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA S9074-AR-GIB-010/278. (CDRL A010)
- 4) For HY-80/100/130 material, written welding procedures, welding procedure qualification test data, and welder Qualification data in accordance with NAVSEA T9074-AD-GIB-010/1688. (CDRL A010)
- 5) Repair Procedure (CDRL A011): Repairs of out of tolerance conditions shall be approved by NSWCCD-SSES prior to performing any repairs on components/assemblies to be presented to the government for acceptance and use. The procedure shall include:
  - a) Repair Area
  - b) Repair Method
  - c) Step by Step Repair Process
  - d) Test Requirements
  - e) Acceptance Criteria
  - f) Visual
  - 6) Special Requirements identified in Delivery Orders.
- 3. Records:

- a. For each assembly, component, delivered item, the supplier shall furnish one (1) copy of the following documents correlated to the contract number and serial number assigned to the component/assembly:
  - 1) For Government-Furnished Material:
    - a) Certification that material furnished was used in the assembly it was supplied for.
- b) Document list of all material used in such furnished assembly. For each piece, the list shall include the drawing number, piece number, and component serial letter.
  - 2) For Contractor-Furnished Raw Material
- a) For contractor-supplied raw material, used in the manufacture of components, the contractor shall supply documented verification of raw material by alloy families by one of the following methods. (CDRL A012)
- (1) Use simple, direct and rapid material analysis methods or a combination of methods (e.g., visual, hardness test, magnetic properties test, acid spot tests, and metal comparator test).
- (2) Supply material certification reports of physical properties and chemical composition traceable to material in compliance with DID-MISC-81020.
- (3) Supply Issue Release/Receipt Document DD FORM 1348-1A for material received from the Navy Supply System.
- 3) Weld records including Identification of weld procedure, joint, base material, filler material, heat treatments and welder qualifications as required under this contract in accordance with NAVSEA S9074-AQ-GIB-010/248. (CDRL A013)
- 4) Test reports showing the results of non-destructive testing inspections. Report must include identification of procedure used, joint inspected, plan number, piece number, equipment and NDT Personnel Qualification compliance to NAVSEA T9074-AS-GIB-010/271 and show acceptance to: (CDRL A014)
  - a) Visual Inspection of Welds MIL-STD-2035.
  - b) Dye Penetrant Testing MIL-STD-2035.
- 5) Copies of current qualifications to NAVSEA T9074-AS-GIB-010/271 for personnel performing and evaluating the results of non-destructive test. (CDRL A015)
- 6) The inspection records shall show the results of every dimension inspected and shall include the inspector's signature and date. The inspection records are to be maintained on Objective Quality Evidence Data Sheets (OQEDS) supplied by the contractor. Recording the results of dimensional inspections on a configuration facsimile of the component as shown on the applicable drawing is an acceptable OQED. (CDRL A016)
  - a) ACTUAL measurements are required for the following characteristic:
    - 1) Dimensions with a tolerance of +/- .005 or less"
    - 2) Straightness of .010" per foot or less
    - 3) Geometric characteristics (forms, profile, orientation, location, run out, etc.) with a tolerance of .010" or less
    - 4) Surface Finishes 32 Micro Inches or less.
    - 5) Angles +/- 1/2 degree or less
    - 6) Torque Records

- a) Torque of records shall include: Torque wrench/device serial number, range, calibration date and identification of lubricants.
- b) Class 2 Threads shall be inspected in accordance with ASME B1.3, System 21 requirements and Class 3 threads or higher shall be inspected in accordance with ASME B1.3, System 22 requirements.
- c) Sampling inspection is permitted under this contract. A sampling plan identifying the parts and the sample size must be submitted to NSWCCD-Phila code 9613 for approval prior to completion of inspection.
  - d) Electrical test reports as required by Drawing or Specification.
  - e) Repair OQE of components/assemblies shall include:
    - 1. Repair Procedure
    - 2. Description of Defect
    - 3. Location
    - 4. Method of Repair
    - 5. Inspection Results
- f) Complete inspection report showing the results of visually inspecting O-rings used in the assembly. This report shall have attached the individual O-ring packages that the O-rings were supplied in and shall show the cure date of each O-ring.
- g) All of the supplied documents shall have complete traceability to the hardware for inspection purposes. Therefore, whenever applicable, records shall show: contract number, name of contractor, plan number, revision letter, piece number, serial letter/number of finished piece, item nomenclature, material degree of control, and MIC number if Level I.
- h) Documented list of all material used in each finished and delivered assembly. A qualification summary sheet that will summarize and correlate all of the Objective Quality Evidence to support product quality. The contractor will supply certifications summary sheet blanks, used by the contractor.
- i) Records for each assembly, component, delivered item shall identify the inspection, measuring or test equipment, calibration dates and calibration due dates for inspection, measuring, and test equipment used during verifications, inspections, and/or tests.
  - j) Special Requirements identified in Delivery Orders.
- 4. Mercury Exclusion Clause:
- a. Mercury Contamination: The supplies furnished under this contract shall contain no metallic or mercury compounds and shall be free from mercury contamination (i.e., during the manufacturing process, testing, or inspecting) IAW NAVSEAINST 5100.3D. The supplies offered shall not have come in direct contact with mercury or any of its compounds nor with any mercury-containing device employing only a single boundary of containment. (A single boundary of containment is one, which is not backed by a seal or barrier.) Mercury contamination of the supplies will be cause for rejection of the material.
- b. If there is reasonable cause to suspect the supplies of being contaminated by mercury, the following test may be used to determine whether contamination by metallic mercury exists: Enclose the equipment in a polyethylene bag or close-fitting airtight container and place in an oven at 135 degrees F +5 degrees F for one hour. Sample the trapped air and if mercury vapor concentration is 0.1 mg/cu meter or more, the material is mercury contaminated insofar as the requirements of this contract are concerned. Mercury vapor concentration can be determined with a mercury vapor detector such as a portable General Electric Vapor Detector (Catalog No. 8257557G-3), Bechman Instrument Model K-23, or other instruments that have equivalent range and capabilities. It should be noted that

certain vapors such as benzene interfere with this type of mercury vapor detector and the detector should never be zero adjusted in any suspect atmosphere.

- c. If the inclusion of metallic mercury or mercury compounds is required as a functional part of the material furnished under this contract, the contractor shall obtain written approval from NAVSEA before proceeding with manufacture. The contractor's request shall explain in detail the requirement for mercury, identify specifically the parts to contain mercury, and explain the method of protection against mercury escape. Such a request will be forwarded to the Government Inspector or Government Representative with a copy to NAVSEA.
- d. If and to the extent that this contract calls for work to be performed by the contractor on a submarine, the contractor, in connection with such work, shall not bring into or utilize in the submarine any instrument or other device containing metallic mercury or mercury compounds, unless such equipment, instrument, or device has been approved by the Naval Sea Systems Command or authorized representative for use on a submarine.
  - e. The contractor is required to certify via a certificate of compliance that: (CDRL A018)
    - 1) The supplies furnished under this contract contain no metallic mercury or mercury compounds.
- 2) The contractor has taken responsible steps to ensure that the supplies furnished under this contract are not contaminated with metallic mercury or mercury compounds.
- f. The requirements of this clause shall be included in all subcontracts hereunder. Technical question pertaining to the requirements of this clause shall be referred to NAVSEA via the Government Inspection or Representative.

#### 5. INSPECTION AND TEST

- a. The contractor is required to perform all inspections to ensure the quality of the finished item and for providing inspection and test equipment necessary to ensure that the results of inspections and tests are accurate.
- b. Representatives of an assigned Contract Administration Office (CAO) shall make preliminary inspection of the supplies to be furnished hereunder, at the contractor's or sub-contractor plant (source).
- c. Due to the critical nature of this material, a representative of NSWCCD, Code 9613, is available to furnish technical assistance on all quality control matters. The contractor shall agree to notify the Naval Surface Warfare Center Carderock Division Philadelphia Site, Naval Business Center, Bldg. 29, Phila., PA 19112-5083, Attn. Code 9613, when material is ready for inspection so NSWCCD has the option of conducting a quality assurance surveillance on the material at the contractor's plant prior to shipment. A minimum of seven (7) days is required to arrange such a visit.
- d. This contract shall not be considered complete unless all documents and items required to be delivered under this contract are received and determined to be acceptable by NSWCCD.
- e. Unless otherwise specified, the supplier is responsible for the performance of all inspection requirements as specified herein. The Government reserves the right to perform any of the inspections set forth in the above requirements where such inspections are deemed necessary to ensure that supplies and services conform to requirements.
- f. Requests for engineering changes shall be submitted using MIL-STD-973 as a guide. Request for government acceptance of non-conforming material shall be submitted using a QA FORM 12 Modified "Departure from Specifications (DFS) form. Classification of major or minor waivers or deviations shall be in accordance with NAVSEAINST 5400.95C.

g. Final inspection and acceptance will be performed by NSWCCD, Philadelphia. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

### VII. Government Furnished Material

- 1. Control of Government Furnished Material:
- a. Material from NSWCCD will be received accompanied by NSWCCD Material Control Form 154-04-36. Only Material listed in Table 3.0 will be provided.
  - b. NSWCCD will be responsible for completing Material Control Form upon issue of the material.
- c. Upon receipt of material, contractor will inventory material and return two (2) copies of the completed form to NSWCCD, Code 96142. (CDRL A017)
- 2. Material traceability must be maintained at all times by matching markings on material to markings indicated on NSWCCD Material Control Form.
- 3. Material that is in excess of the quantity required to complete a work request or the result of spoilage is to be returned to NSWCCD.
- 4. Government Furnished Equipment (GFE) shall be returned to NSWCCD in good and useable condition. If repairs are required, the cost of repairs shall be charged to the contractor.

Table 3.0 Government Furnished Equipment (GFE)

|   | DESCRIPTION                                | QUANTITY | VALUE EACH | DELIVERY              |
|---|--|----------|------------|-----------------------|
| 1 | LWFA Manufacturing Fixture (S10SGN058)     | 1        | 20,000.00  | 15 Days After Award   |
| 2 | LWFA Installation Equip (G861-0017)        | 1 set*   | 30,000.00  | Pier Side for Install |
| 3 | Canister Installation Equip                | 1 set*   | 30,000.00  | Pier Side for Install |
| 4 | Canister C4 Upper Flange (P/N 13, 7384662) | 12       | 150,000.00 | 30 Days After Award   |
|   | LWFA Terminal Box & Temp. Transducer       |          |            |                       |
| 5 | 5 (7550093) 20                             |          | 100,000.00 | 30 Days After Award   |
|   |  |          | -          |                       |
|   | * 1 Set Per Installation Location          |          |            |                       |
|   | ** 1 Set Per Canister                      |          |            |                       |

## VIII. Responsibilities for Testing Requirements and Performance of Testing:

- 1. Contractor will be responsible to:
- a. Determine and perform required retests as specified in reference (3) as implemented by reference (4) or applicable documents.
  - b. Comply with reference (7) instructions governing Control of Authorized Testing.
- c. Provide a list of joints that require testing at sea to transfer accountability to the Task Originating Activity Test Procedure Mechanical Joint Tightness (Sea Trials). Include REC number and reason joint could not be tested prior to sea trials.

## IX. Responsibility for Liaison Action Request, Waivers, Deviations, or Departures from Specification

- 1. Contactor will be responsible to:
- a. Technically evaluate and document the resolution of any unsatisfactory material conditions or situations that may be associated with or affect the operation of equipment and/or systems on a Condition Report in accordance with reference (3). Contractor shall provide a copy of all Condition Reports to NSWCCD-SSES within 3 working days for technical review.
- b. Prepare LAR for Planning Yard approval. LARs will be submitted to NSWCCD-SSES for concurrence and forwarding to Planning Yard for approval. Planning Yard responses will be returned to NSWCCD-SSES for evaluation and forwarded to the contractor.

## X. Installation Requirements:

- a. Tool Requirements: Contractor shall supply all on-site tools required to execute the performance of work specified.
- b. Lay Down Area Requirements: Lay down area required pier side for installation to comply with ship schedule.
- c. The contractor shall provide space requirements needed to support temporary on-site work structures, which will be used during the installation.
- d. The contractor shall provide a preliminary list of support services required at the site to support the installation including but not limited to, size of lay down area, electrical power, (i.e. 440/120 Volt), and low pressure air.

#### XI. Travel:

- a. Place of Performance Geographic Restriction
- 1. Performance of service under this contract shall involve work aboard military vessels at the following locations: at private shipyards, at Naval Shipyards in the continental United States.
- 2. The contractor may be required to travel to several locations simultaneously including: Norfolk, VA; Kings Bay, GA; Bangor, WA; Puget Sound, WA
  - 3. All non-nuclear work on nuclear ships must be in strict compliance with the Naval Sea Systems Command (NAVSEA) Instruction C9210.4A.

## Section D - Packaging and Marking

- All material to be delivered under this contract shall be packed in accordance with the latest edition of ASTM D3951-90 "Commercial Packaging of Supplies and Equipment", in effect on the date of contract award.
- 2. The contractor shall mark all shipments under this contract in accordance with the latest edition of ASTM D3951-90 "Commercial Packaging of Supplies and Equipment", in effect on the date of contract award.
- 3. The following markings shall be applied to the exterior of the shipping crates, as well as the markings detailed under Section C, Statement of Work, Paragraph V:
  - a. Contract Number
  - b. Drawing Number
  - c. Piece Number
  - d. Serial Number
- 4. Packing/Shipping shall be in accordance with SOF Canister Supporting Equipment Drawing (7385418) provided in the SOF drawing package.

## Section E - Inspection and Acceptance

#### INSPECTION AND ACCEPTANCE TERMS

Representatives of an assigned Contract Administration Office (CAO) shall make preliminary inspection of the supplies to be furnished hereunder, at the contractor or sub-contractor plant (source). Final inspection and acceptance will be performed at Destination by NSWCCD, Philadelphia. Final acceptance by NSWCCD does not relieve the supplier of performing final inspection and test and delivery of the material in accordance with description requirements.

See Section C, Paragraph VI.5., for further details.

#### CLAUSES INCORPORATED BY REFERENCE

| 52.246-2     | Inspection Of Supplies Fixed Price       | AUG 1996 |
|--------------|--|----------|
| 52.246-4     | Inspection Of ServicesFixed Price        | AUG 1996 |
| 52.246-16    | Responsibility For Supplies              | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

### CLAUSES INCORPORATED BY FULL TEXT

## 52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard below.

ANSI/ISO/ASQ Q9001-2000 or MIL-I-45208 Quality System.

(End of clause)

#### Section F - Deliveries or Performance

#### DELIVERY INFORMATION

Delivery and Installation schedule will be in accordance with Attachment 1.

## CLAUSES INCORPORATED BY REFERENCE

| 52.211-17 | Delivery of Excess Quantities | SEP 1989 |
|-----------|-------------------------------|----------|
| 52.242-15 | Stop-Work Order               | AUG 1989 |
| 52.242-17 | Government Delay Of Work      | APR 1984 |
| 52.247-34 | F.O.B. Destination            | NOV 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY. (JUN 1997) -- ALTERNATE I (APR 1984)

(a) The Government requires delivery to be made in accordance with Attachment 1.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

\_\_\_\_\_

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by 1 January 2007. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(End of clause)

Section G - Contract Administration Data

#### CLAUSES INCORPORATED BY FULL TEXT

#### CAR-G09 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (OCT 2005)

The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(End of Clause)

## CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

Section H - Special Contract Requirements

#### CLAUSES INCORPORATED BY FULL TEXT

#### CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

- (a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <a href="http://www.cpars.navy.mil">http://www.cpars.navy.mil</a>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.
- (b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.
- (c) The contractor will be assessed on the following elements and sub-elements:
- (1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.
- (A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.
- (B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.
- (C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.
- (D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.
- (E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.
- (F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.
- (2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.
- (3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.
- (4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the

contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

- (A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.
- (B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.
- (C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.
- (d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:
- (1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- (2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- (3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- (4) Yellow (Marginal). Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
- (5) *Red* (*Unsatisfactory*). Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

| 52.202-1        | Definitions  | JUL 2004  |
|-----------------|--|-----------|
| 52.203-3        | Gratuities   | APR 1984  |
| 52.203-5        | Covenant Against Contingent Fees                               | APR 1984  |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government          | JUL 1995  |
| 52.203-7        | Anti-Kickback Procedures                                       | JUL 1995  |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or | JAN 1997  |
|                 | Improper Activity  |           |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity       | JAN 1997  |
| 52.203-12       | Limitation On Payments To Influence Certain Federal            | SEP 2005  |
|                 | Transactions   |           |
| 52.204-2        | Security Requirements  | AUG 1996  |
| 52.204-4        | Printed or Copied Double-Sided on Recycled Paper               | AUG 2000  |
| 52.204-7        | Central Contractor Registration                                | JUL 2006  |
| 52.204-9        | Personal Identity Verification of Contractor Personnel         | JAN 2006  |
| 52.209-6        | Protecting the Government's Interest When Subcontracting       | JAN 2005  |
|                 | With Contractors Debarred, Suspended, or Proposed for          |           |
|                 | Debarment  |           |
| 52.211-5        | Material Requirements  | AUG 2000  |
| 52.211-15       | Defense Priority And Allocation Requirements                   | SEP 1990  |
| 52.215-2        | Audit and RecordsNegotiation                                   | JUN 1999  |
| 52.215-8        | Order of PrecedenceUniform Contract Format                     | OCT 1997  |
| 52.215-14       | Integrity of Unit Prices                                       | OCT 1997  |
| 52.219-8        | Utilization of Small Business Concerns                         | MAY 2004  |
| 52.219-9 Alt II | Small Business Subcontracting Plan (Jul 2005) Alternate II     | OCT 2001  |
| 52.219-16       | Liquidated Damages-Subcontracting Plan                         | JAN 1999  |
| 52.222-3        | Convict Labor  | JUN 2003  |
| 52.222-19       | Child Labor Cooperation with Authorities and Remedies          | JAN 2006  |
| 52.222-20       | Walsh-Healey Public Contracts Act                              | DEC 1996  |
| 52.222-21       | Prohibition Of Segregated Facilities                           | FEB 1999  |
| 52.222-26       | Equal Opportunity  | APR 2002  |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of   |           |
|                 | the Vietnam Era, and Other Eligible Veterans                   |           |
| 52.222-36       | Affirmative Action For Workers With Disabilities               | JUN 1998  |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans      | DEC 2001  |
|                 | Of The Vietnam Era, and Other Eligible Veterans                |           |
| 52.223-5        | Pollution Prevention and Right-to-Know Information             | AUG 2003  |
| 52.223-6        | Drug-Free Workplace  | MAY 2001  |
| 52.223-14       | Toxic Chemical Release Reporting                               | AUG 2003  |
| 52.225-13       | Restrictions on Certain Foreign Purchases                      | FEB 2006  |
| 52.227-1        | Authorization and Consent                                      | JUL 1995  |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright           | AUG 1996  |
| 52.221 2        | Infringement   | 7100 1770 |
| 52.228-5        | Insurance - Work On A Government Installation                  | JAN 1997  |
| 52.229-3        | Federal, State And Local Taxes                                 | APR 2003  |
| 52.232-1        | Payments   | APR 1984  |
| 52.232-8        | Discounts For Prompt Payment                                   | FEB 2002  |
| 52.232-11       | Extras   | APR 1984  |
| 52.232-17       | Interest   | JUN 1996  |
| J2,232 11       | incorest   | 3011 1770 |

| 52.232-23 Alt I    | Assignment of Claims (Jan 1986) - Alternate I               | APR 1984 |
|--------------------|---|----------|
| 52.232-25 Alt 1    | Prompt Payment  | OCT 2003 |
| 52.232-33          | Payment by Electronic Funds TransferCentral Contractor      | OCT 2003 |
| 32,232 33          | Registration  | OC1 2003 |
| 52.233-1           | Disputes  | JUL 2002 |
| 52.233-3           | Protest After Award   | AUG 1996 |
| 52.233-4           | Applicable Law for Breach of Contract Claim                 | OCT 2004 |
| 52.237-2           | Protection Of Government Buildings, Equipment, And          | APR 1984 |
|                    | Vegetation  |          |
| 52.242-13          | Bankruptcy  | JUL 1995 |
| 52.243-1           | Changes Fixed Price   | AUG 1987 |
| 52.244-6           | Subcontracts for Commercial Items                           | FEB 2006 |
| 52.245-2           | Government Property (Fixed Price Contracts)                 | MAY 2004 |
| 52.245-9           | Use And Charges   | AUG 2005 |
| 52.246-24 Alt I    | Limitation Of LiabilityHigh Value Items (Feb 1997) -        | APR 1984 |
|                    | Alternate I   |          |
| 52.247-63          | Preference For U.S. Flag Air Carriers                       | JUN 2003 |
| 52.249-2           | Termination For Convenience Of The Government (Fixed-       | MAY 2004 |
|                    | Price)  |          |
| 52.249-8           | Default (Fixed-Price Supply & Service)                      | APR 1984 |
| 52.253-1           | Computer Generated Forms                                    | JAN 1991 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense- | DEC 2004 |
|                    | Contract-Related Felonies                                   |          |
| 252.203-7002       | Display Of DOD Hotline Poster                               | DEC 1991 |
| 252.204-7000       | Disclosure Of Information                                   | DEC 1991 |
| 252.204-7003       | Control Of Government Personnel Work Product                | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A      | NOV 2003 |
| 252.204-7005       | Oral Attestation of Security Responsibilities               | NOV 2001 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders   | DEC 1991 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By   | MAR 1998 |
|                    | The Government of a Terrorist Country                       |          |
| 252.219-7003       | Small, Small Disadvantaged and Women-Owned Small            | APR 1996 |
|                    | Business Subcontracting Plan (DOD Contracts)                |          |
| 252.223-7004       | Drug Free Work Force  | SEP 1988 |
| 252.223-7006       | Prohibition On Storage And Disposal Of Toxic And            | APR 1993 |
|                    | Hazardous Materials   |          |
| 252.225-7001       | Buy American Act And Balance Of Payments Program            | JUN 2005 |
| 252.225-7002       | Qualifying Country Sources As Subcontractors                | APR 2003 |
| 252.225-7006       | Quarterly Reporting of Actual Contract Performance Outside  | JUN 2005 |
|                    | the United States   |          |
| 252.225-7012       | Preference For Certain Domestic Commodities                 | JUN 2004 |
| 252.225-7014       | Preference For Domestic Specialty Metals                    | JUN 2005 |
| 252.225-7025       | Restriction on Acquisition of Forgings                      | JUL 2006 |
| 252.226-7001       | Utilization of Indian Organizations and Indian-Owned        | SEP 2004 |
|                    | Economic Enterprises, and Native Hawaiian Small Business    |          |
|                    | Concerns  |          |
| 252.227-7013       | Rights in Technical DataNoncommercial Items                 | NOV 1995 |
| 252.227-7015       | Technical DataCommercial Items                              | NOV 1995 |
| 252.227-7016       | Rights in Bid or Proposal Information                       | JUN 1995 |
| 252.227-7025       | Limitations on the Use or Disclosure of Government-         | JUN 1995 |
|                    | Furnished Information Marked with Restrictive Legends       |          |
| 252.227-7037       | Validation of Restrictive Markings on Technical Data        | SEP 1999 |
| 252.232-7003       | Electronic Submission of Payment Requests                   | MAY 2006 |
|                    |   |          |

| 252.232-7010 | Levies on Contract Payments                      | SEP 2005 |
|--------------|--|----------|
| 252.243-7001 | Pricing Of Contract Modifications                | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment                | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial | NOV 2005 |
|              | Components (DoD Contracts)                       |          |
| 252.247-7023 | Transportation of Supplies by Sea                | MAY 2002 |

### CLAUSES INCORPORATED BY FULL TEXT

## 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise any of the options at any time during the performance period of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

# 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

|  | Offeror | elects t | to waive | the eva | luation | preference. |
|--|---------|----------|----------|---------|---------|-------------|
|--|---------|----------|----------|---------|---------|-------------|

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.
- "Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.
- "Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

- (i) In deliverable end item quantities only;
- (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

## CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

| (Figures in percent) |                              |                 |                                    |                 |
|----------------------|------------------------------|-----------------|------------------------------------|-----------------|
|                      |                              |                 |                                    |                 |
| Contract Type        | t Type Incentive (Voluntary) |                 | Program Requirement<br>(Mandatory) |                 |
|                      |                              |                 |                                    |                 |
|                      | Instant Contract             | Concurrent and  | Instant Contract                   |                 |
|                      | Rate                         | Future Contract | Rate                               | Future Contract |
|                      |                              | Rate            |                                    | Rate            |
| Fixed-price          | (1) 50                       | (1) 50          | (1) 25                             | 25              |
| (includes fixed-     |                              |                 |                                    |                 |
| price-award-fee;     |                              |                 |                                    |                 |
| excludes other       |                              |                 |                                    |                 |
| fixed-price          |                              |                 |                                    |                 |
| incentive            |                              |                 |                                    |                 |
| contracts)           |                              |                 |                                    |                 |
| Incentive (fixed-    | (2)                          | (1) 50          | (2)                                | 25              |
| price or cost)       |                              |                 |                                    |                 |
| (other than          |                              |                 |                                    |                 |
| award fee)           |                              |                 |                                    |                 |
| Cost-                | (3) 25                       | (3) 25          | 15                                 | 15              |
| reimbursement        |                              |                 |                                    |                 |
| (includes cost-      |                              |                 |                                    |                 |
| plus-award-fee;      |                              |                 |                                    |                 |
| excludes other       |                              |                 |                                    |                 |
| cost-type            |                              |                 |                                    |                 |
| incentive            |                              |                 |                                    |                 |
| Contracts)           |                              |                 |                                    |                 |

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
- (g) Calculating net acquisition savings.
- (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts -- add to contract price.
- (ii) Cost-reimbursement contracts -- add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (1) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract....., shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the below address:

http://farsite.hill.af.mil

(End of clause)

### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any DFAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### CAR-110 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Robert Colot Naval Surface Warfare Center, Carderock Division 5001 South Broad Street, Building 4 Philadelphia, PA 19112-1403 215-897-7060; Robert.colot@navy.mil

# CAR-II1 GOVERNMENT FURNISHED PROPERTY FOR OTHER THAN INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

- (a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with Table 3.0 Government Furnished Equipment (GFE) under Section VIII of the Statement of Work.
  - (b) The property will be delivered at Government's expense at or near [\*\*]
- \*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s).
- (c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.
- (d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

Section J - List of Documents, Exhibits and Other Attachments

# **LIST OF ATTACHMENTS**

Attachment 1 – Delivery & Installation Schedule

Attachment 2 – SOF LWFA Wire Ways/Cable Clamps

Attachment 3 – SOF Canisters Wire Ways/Cable Clamps

Attachment 4 – SOF Cansiters Lighting Fixtures

Attachment 5 – SOF LWFA Stowage Equipment

Attachment 6 – SOF CDRLs

Attachment 7 – DD Form 254, Contract Security Classification Specification

### Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

| 252.209-7001 | Disclosure of Ownership or Control by the Government of a   | SEP 2004 |
|--------------|---|----------|
|              | Terrorist Country   |          |
| 252.225-7031 | Secondary Arab Boycott Of Israel                            | JUN 2005 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to | JUN 1995 |
|              | the Government  |          |

#### CLAUSES INCORPORATED BY FULL TEXT

### 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335999.
- (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

| () Paragraph (c) applies.   |         |
|---|---------|
| () Paragraph (c) does not apply and the offeror has completed the individual representations and certificat the solicitation. | ions in |

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| <br> | <br> |
|------|------|
| <br> | <br> |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

- (a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (3) The following end products are other foreign end products:

-----

-----

(Country of Origin) (If known)

(End of provision)

(Line Item Number)

| (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.   |
|---|
| (b) Representation. The Offeror represents that it:   |
| (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.  |
| (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.  |
| (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.  |
| (End of provision)  |
|   |
| CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (APR 2006)  |
| (a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (http://eda.ogden.disa.mil) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at http://www.adobe.com/products/acrobat/readstep.html. |
| (b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.   |
| Name of Point of Contact  |
| Phone Number for Point of Contact   |
| E-mail Address for Receipt of Electronic Distribution   |
|   |

#### Section L - Instructions, Conditions and Notices to Bidders

#### CLAUSES INCORPORATED BY REFERENCE

| 52.214-34 | Submission Of Offers In The English Language     | APR 1991 |
|-----------|--|----------|
| 52.214-35 | Submission Of Offers In U.S. Currency            | APR 1991 |
| 52.215-1  | Instructions to Offerors Competitive Acquisition | JAN 2004 |
| 52.237-1  | Site Visit                                       | APR 1984 |

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Naval Surface Warfare Center Carderock Division 5001 South Broad Street Philadelphia, PA 19112-1403 ATTN: Mr. Robert Colot, Code 3352

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the below address:

#### http://farsite.hill.af.mil/

(End of provision)

### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DFAR (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

### CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUN 2006) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

| Documents                                      | Original | Copies |
|--|----------|--------|
| Solicitation, Offer and Award Document (SF-33) | 1        | 2      |
| Technical Proposal                             | 1        | 3      |

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on compact disk (in addition to the hard copy requirements stated above). It is requested that spreadsheet files be compatible with Microsoft Windows 2000 Professional, Microsoft Office Excel 2003. The submission of spreadsheet files on compact disk in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

NOTE: Questions will be received up to 20 days after issuance of solicitation.

## (1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposal. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

#### (2) TECHNICAL PROPOSAL

The technical proposal shall not contain any reference to cost. The technical proposal shall contain sufficient information to enable Government personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the Technical Proposal demonstrates the contractor's ability to understand and comply with the solicitation's requirements. Statements, which paraphrase the specifications or attest that "standard procedures will be employed", are considered inadequate in demonstrating the contractor's actual capability of meeting the specification requirements. Failure to submit a Technical Proposal shall result in the rejection of any quotation. Contractor's Technical Proposals will be evaluated on an ACCEPTABLE/NOT ACCEPTABLE basis. Contractor's Technical Proposal determined as NOT ACCEPTABLE will not be considered for award. As a minimum, the contractor's Technical Proposal must clearly provide the following information:

- (1) Machining/Facilities: Provide descriptions of machines, equipment, machine tools, facilities (including availability of paint booth), and any other applicable information that demonstrates the capability to fabricate and paint SOF LWFA and Canisters, as specified under this solicitation. This shall include demonstrating the capability of machining multiple LWFA and Canisters simultaneously as the schedule requires. Facilities must also support required pace of production.
- (2) **Tooling and Material Availability**: The contractor shall clearly demonstrate their understanding and capability associated with the manufacture of SOF LWFA and Canisters (tooling) necessary and their components specified under this solicitation. The contractor shall also indicate the timeframe for fabrication of a SOF LWFA and a Canister. Timeframe should breakdown estimated time for each process involved in the effort to fabricate the complete assembly. A clear demonstration of the ability to fabricate structure and their components is critical to this requirement since this will not only provide assurances to the Government that the respective contractor has a clear understanding of the Manufacturing Process involved with fabrication of the SOF LWFA and Canisters to be provided under this solicitation, but also the ability to comply with the solicitation delivery schedule, Attachment 1.

Contractor shall also submit written statements, which demonstrate the availability of materials in either the contractor's inventory or commitments from suppliers for materials to be utilized in fabrication of the LWFA and Canisters and their components.

- (3) **Manufacturing Process**: The contractor shall provide a detailed description of the process it intends to use in the manufacture of LWFA and Canisters to be provided under this RFP. This process shall address the plan to manufacture multiple units simultaneously in order to meet schedule requirements and quality controls in order to comply with requirements contained herein.
- (4) **Installation Capabilities**: The contractor shall demonstrate their understanding of the requirements for the installation process of SOF LWFA and Canisters. Contractor shall provide a plan in order to facilitate

multiple installations simultaneously in different locations. Contractor shall provide evidence of knowledge and experience with shipyard/naval yard practices and operations.

- (5) Corporate Experience: The contractor shall provide all relevant corporate experience that cites previous experience, either directly with the Federal, State and Local Government and private sector contracts, in the fabrication of large structures, piping and wiring. The contractor shall also provide information that cites previous experience with installation work pier side. The contractor shall provide the following information for each such contract: Contract Number, Customer/Agency, Contracting Officer and Technical Point of Contact (names and phone numbers), Brief Description of Scope of Work, Contract Type, Award Price, Total Labor-Hours of Effort, Period of Performance and Contract Deliverables.
- (6) **Inspection System/Procedures**: The contractor shall provide sufficient information that clearly demonstrates their capability to comply with the required Quality/Inspection System identified under Paragraphs VI.1.a and 1.b along with the various procedures listed under Paragraphs VI2.a.1 thru 2.a.6 contained under the Quality Assurance Requirements of the Statement of Work.
- (7) **Past Performance**: The contractor shall provide at least three (3) sources (either Government or Private Parties) that can provide recommendations with regard to the contractor's past performance. This past performance information shall be applicable to contracts/purchase orders that have been completed within the past three (3) years and shall contain Contract/Purchase Number, Description of Item, Dollar Value and Point of Contact.

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal.

Section M - Evaluation Factors for Award

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

#### **EVALUATION OF PROPOSALS**

(2) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated are set forth below and parallel the solicitation response called for elsewhere herein

Machining/Facilities
Tooling and Material Availability
Manufacturing Process
Installation Capabilities
Corporate Experience
Inspection System/Procedures
Past Performance

Initial Evaluation of Offers. A team of Government personnel will evaluate all offers received

- (2) Evaluation Approach. The following evaluation approach will be used:
  - (a) Technical Proposal. All evaluation factors will be reviewed and each proposal will be determined to be technically acceptable or unacceptable. Any one area determined to be unacceptable will render the entire proposal technically unacceptable.
  - (b) Price.
- (i) Price will be evaluated for magnitude and realism. The determination of the magnitude of price will be based on the total of all proposed costs.
- (ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

# (3) Competitive Acquisition Instructions.

(a) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Go vernment reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

- (b) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.
- (c) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (4) Discussion/Final Proposal Revisions. If discussions are required, the Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. The Contracting Officer will establish a final cut-off date for receipt of final proposal revisions.
- (5) **Basis for Contract Award.** Award will be made to the offeror who submits the lowest priced technically acceptable proposal.